

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco *P.O. Box 420603*
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISION

FOR

METAL ROOFING SYSTEMS INSTALLER

IN

ORANGE AND RIVERSIDE COUNTIES

**STANDARD FORM OF UNION
AGREEMENT**

**SHEET METAL, ROOFING,
VENTILATING AND
AIR CONDITIONING
CONTRACTING DIVISIONS OF THE
CONSTRUCTION INDUSTRY**

RECEIVED
Department of Industrial Relations
AUG 05 2004
Div. of Labor Statistics & Research
Chief's Office

Agreement entered into July 1, 2003 by and between Orange Empire SMACNA and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No 105 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for Catalina Island and that portion of Los Angeles County south of Imperial Highway and east of the Los Angeles River including the cities of Pomona, Claremont and Long Beach, Orange, Riverside, San Bernardino, Mono, Inyo Counties and the northeast part of Kern County east of Highway 395 from Red Mountain to the Inyo County line.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all airveyor systems and airhandling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all airhandling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (See Addenda) or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: (See Addenda.)

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of **the geographical jurisdiction of the collective bargaining area**, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone

or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be \$(See Addenda) per hour, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, pre-apprentices and/or classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Doublewall panel plenums
12. Angle rings

and he shall direct the Employees in carrying out the orders.

SECTION 6. The first Journeyman entering the jurisdiction of Local Union 105 (under the Two Man Rule, Article VIII, Section 6 of the SFUA), shall be a Foreman. This provision applies to each jobsite. This Section is to be used for work assignment only and shall not be construed to establish the authority of a Foreman. A Foreman may be assigned any of the above named responsibilities at the option of the Employer.

SECTION 7. A Detailer is a Journeyman Sheet Metal Worker capable of performing all items of work covered under Article 1, Section 1 of the SFUA, who is employed to prepare detailed shop drawings and as-builts in their entirety from the use of civil, architectural, structural, electrical and mechanical drawings and specifications. A Detailer shall receive 10% over Journeyman wage scale while performing his duties as a Detailer.

SECTION 8. Apprentices in their last two years of the Apprenticeship Program may be trained to perform the duties of Detailer provided that such Apprentice takes full advantage of the classes offered in blueprint reading and detailing that are available to the Apprentice and provided by the Joint Apprenticeship Training Committee. The "Apprentice Trainee" must be under the supervision of a Journeyman Detailer. After graduating to Journeyman status, the Apprentice Trainee may continue training in the designation of Detailer-Applicant as outlined in Section 9 of this Addendum.

SECTION 9. For the purposes of training and providing opportunities for the Journeyman applicant who desires to become a Detailer, the parties hereto will establish a category called "Detailer-Applicant." The purpose of this category is to encourage (and make it economically feasible for) the Employer to train Employees in this highly skilled segment of the industry. To be eligible to become a Detailer-Applicant, the Employee must have satisfactorily completed the required JATC course offered in "Blueprint Reading" and "Detailing." The rates of pay for a Detailer-Applicant will be based on hours of on-the-job training as follows:

First 500 hours.....	Journeyman Scale
Next 500 hours.....	Journeyman Scale plus 2 %
Next 500 hours.....	Journeyman Scale plus 5 %
Next 500 hours.....	Journeyman Scale plus 7 %

An experienced detailer who desires to upgrade his skills in computer aided design detailing may utilize the Detailer-Applicant category, provided that the Employee has satisfactorily completed the computer aided design courses offered by the JATC.

Thereafter, the Employee, when performing the functions of a Detailer, must be paid the full Detailer scale, as outlined in this Addendum. The Employee cannot be required, nor permitted, to either extend his hours in each category or to voluntarily reduce his category. In order to properly administer this program and to avoid any abuse of same, all Detailer-Applicants must be registered with the Union and/or JATC as being a participant in this program. Anyone performing the work of a Detailer who is not registered as a Detailer-Applicant must receive the full Detailer rate of pay. Any Employer or Employee who attempts to circumvent the intents and purposes of this Section will be barred from further participation in the program. The Employer and the Detailer-Applicant will be jointly responsible for reporting to the Union and/or JATC the hours of on-the-job training received by the Detailer-Applicant on a monthly basis.

ADDENDUM NO. 15 ZONE CENTER AND ZONE RATES

SECTION 1. Zone centers shall be established as follows:

Zone A:	57 and 10 Freeways Crossing
Zone S:	Employer's shop.

SECTION 2. The Employer, upon execution of this Agreement, shall select either Zone A or Zone S as his zone center. The zone center for Employers not signatory to an Agreement with Local Union 105 shall be Zone A.

SECTION 3. The Employer upon execution of this Agreement shall operate from such zone center for the duration of said Agreement.

SECTION 4.

Zone 1	0 - 50 miles	FREE
Zone 2	50+ - 75 miles	20.00
Zone 3	75+ - 100 miles	30.00
Zone 4	100+ - 125 miles	50.00**

**Beyond 100 miles refer to Subsistence Addendum

SECTION 5. The above zone rates shall apply on days worked only. No travel time will be allowed on the above zone rate schedule except as hereafter specified in this Agreement and Employees are to report to work on the jobsite at the approved starting time and remain until quitting time. The Employer must post a map in his shop showing these rates.

SECTION 6. When an Employee travels from home to a job in a zone area and back to home he shall receive the zone rates and no mileage will be paid.

SECTION 7. When an Employee reports to work in one zone and is transferred to another zone within the same working day, the Employee must receive the highest zone rate plus mileage from job to job.

SECTION 8. When an Employee travels from shop to job and job to home, he shall receive $\frac{1}{2}$ of the prevailing zone rate plus mileage from shop to job.

SECTION 9. Mileage shall be paid at thirty-five cents (\$0.35) per mile when an Employee uses transportation other than that supplied by the Employer, traveling from shop to job, from job to job, or from job to shop.

SECTION 10. An Employee transporting materials using the Employer's vehicle shall be paid the proper overtime rates before and after regular working hours, except when the Employee is furnished a company vehicle on a twenty four (24) hour basis, and the material is loaded and unloaded on company time.

SECTION 11. When the immediate work site falls on a dividing zone line, the highest zone rate will prevail.

SECTION 12. When an immediate work site cannot be reached directly from one zone to another and a higher zone must be passed through to reach the work site, then the highest zone rate shall be paid.

SECTION 13. If the Employer furnishes company transportation for the Employee, no zone pay shall be paid within the territorial jurisdiction of Local Union 105, and the Employee shall report to the jobsite at the regular starting time and leave at the regular quitting time.

SECTION 14. An Employee who is furnished company transportation shall be paid in accordance with Section 4 on all jobs beyond Zone 1 when working outside the jurisdictional boundaries of Local Union 105.

SECTION 15. Any claim for past due zone pay filed by an Employee with Local 105 shall be null and void when more than thirty (30) days has expired since the violation occurred.

The Employer shall not be relieved of his responsibility for zone pay payments under the disclaimer clause in this Section.

SECTION 16. No zone pay shall be paid for working in the shop.

ADDENDUM NO. 16 SUBSISTENCE AND OUT OF TOWN

SECTION 1. All work beyond one hundred (100) miles from the Zone Center is out of town work and subsistence shall be paid. The subsistence rate is fifty dollars (\$50.00) per day or actual expenses, whichever is higher.

SECTION 2. When working in the jurisdiction of another Local Union, the Employer agrees to pay the Employee the subsistence rate as outlined in the Local Union Agreement in the jurisdiction of the Local Union where the work is to be performed, or actual expenses incurred, whichever is higher.

Any Employee required to work out of the jurisdiction of Local 105 shall receive his weekly subsistence in advance. For five days or more worked out of the jurisdiction of Local 105, subsistence shall be paid on a seven day basis, or actual expenses, whichever is higher. When an Employee works one hundred, twenty-five (125) miles from the Zone Center, within the jurisdiction of Local Union 105, and work continues into the following week and, the Employee remains in said area, subsistence shall be paid on seven (7) day basis, or actual expenses, whichever is higher.

If the Employee chooses to travel from the jobsite to home, he shall be responsible for furnishing his own gasoline for each trip.

For each round trip beyond one hundred (100) miles from the zone center required by the Employer, where the Employer does not furnish transportation, the Employee shall be reimbursed for transportation at the rate of thirty-five cents (\$0.35) per mile for said transportation.

SECTION 3. On work assignments or jobs of more than one day duration, travel time shall be paid at the straight time rate of pay during the regular working hours, Monday through Friday. When an Employee is required to travel from the jobsite back to the zone center before regular working hours or after regular working hours, the Employee shall be compensated at one and one-half (1½) times the regular rate of pay.

SECTION 4. No subsistence payment will be required on a job of one day duration on out of town work and the Employee shall receive the proper overtime rates of pay before and after the regular working hours in addition to mileage to and from the jobsite at thirty-five cents (\$0.35) per mile when the Employer does not furnish transportation.

SECTION 5. An Employee may be required by the Employer to travel by public transportation (airplane, train, etc.) and in such event, he shall be paid travel time at the straight time rate of pay during the regular working hours, Monday through Friday, from home to destination and from destination to home. Time and one-half (1½) shall be paid for other than regular working hours for such travel from home to destination and return.

SECTION 6. Catalina and offshore islands shall be considered as out of town subsistence work and the Employer agrees to pay the Employee the subsistence rate as outlined above.

SECTION 7. Any claim for past due subsistence payments filed with Local No. 105 by an Employee shall be null and void when more than 30 days has expired since the violation occurred. The Employer shall not be relieved of his responsibility for subsistence payment under the disclaimer clause in this Section.

ADDENDUM NO. 17 INLAND EMPIRE

SECTION 1. Inland Empire work is described as non-prevailing wage jobsites located in Riverside and San Bernardino Counties.

SECTION 2. The Journeyman taxable wage for work under this Addendum shall be \$29.34 effective August 1, 2003. The wage and fringe package increases for Journeymen working under this Addendum only shall be 85¢ effective February 1, 2004, 72¢ effective August 1, 2004, 72¢ effective February 1, 2005, 72¢ effective

August 1, 2005, 72¢ effective February 1, 2006, 72¢ effective August 1, 2006, and 72¢ effective February 1, 2007. Section 5 of the Minimum Wage Scale Addendum shall apply when contribution increases to established fringe benefit funds are required by the trustees for maintenance of benefits.

SECTION 3. Journeymen working under this Addendum shall receive all fringe benefits as outlined in the Minimum Wage Addendum. Apprentice and Classified Worker wage scales shall not be affected by this Addendum.

SECTION 4. The ratio for work performed under this Addendum shall be 50/50 Journeymen to Classified Workers and/or Apprentices.

SECTION 5. This Addendum shall not apply to fabrication of sheet metal products for sale.

SECTION 6. This Addendum shall not apply to prevailing wage work regardless of location.

SECTION 7. Once an Employer has been found in violation of any section of this Addendum by the Local Joint Adjustment Board, the Employer shall not be eligible to utilize this Inland Empire Addendum for the duration of this Agreement.

ADDENDUM NO. 18 SECURITY GATES

On remote jobsites on out of town work when an Employee is required to report to any security guarded gate, he shall be paid mileage, in addition to subsistence, unless he lives within ten (10) miles from the jobsite, or unless the Employer furnishes transportation, and the Employee shall report to the security guarded gate at the established starting time and leave the gate at the established quitting time.

ADDENDUM NO. 19 PARKING

SECTION 1. The Employer shall reimburse the Employee for actual parking expenses incurred by the Employee. No Employee shall be required to park any farther away than the adjacent block on which the shop or jobsite is located, if available.

SECTION 2. For purposes of defining distances required for parking, Section 1 is only applicable if the blocks adjacent to the jobsite are deemed to be the equivalent of an average city block.

SECTION 3. The Employer shall pay for all toll charges for toll roads, bridges, etc. except while the Employee is commuting to and from work.

SECTION 4. When Section 1 is not applicable (as defined in Section 2) and when an Employee is required by the Employer to park farther away from the shop or jobsite than mentioned in Section 1 above, his starting time shall start at his assigned place of work, or if applicable, the appropriate gang box, and his quitting time will be in the parking lot.

ADDENDUM NO. 20

LOST TIME FOR

MEDICAL TREATMENT OR EXAMINATION

SECTION 1. An Employee suffering an industrial injury or industrial disease necessitating medical treatment or examination by a physician or registered nurse, while in the employ of any signatory Employer, shall be entitled to receive wages at regular straight time rate of pay for any time lost from the work shift in which the injury occurred, on account of said examination or treatment. It is understood, however, that the Employee, after receiving such examination or treatment, shall report back to the shop or jobsite provided time and/or the extent of injury allows.

a. If the injury occurs in the first part of the shift, and the Employee is unable to return to work, he will receive four (4) hours pay.

b. If the injury occurs in the second part of the shift, and the Employee is unable to return to work, he will receive eight (8) hours pay.

ADDENDUM NO. 21

WORKING CONDITIONS

SECTION 1. No Employee shall be permitted to furnish drill bits, power tools, mechanical punches over ten inches (10") in length, socket and ratchet sets (1/2" drive and larger), circumference rules three feet (3') or larger, two foot (2') square, twenty-four inch (24") or larger level, pipe wrenches, and hand saws (excluding hack saw frames).

SECTION 2. All Employees will respect company tools and equipment and the care thereof.

SECTION 3. All Employees shall be allowed ample time to gather up company and personal tools on company time.

SECTION 4. No Employee shall rent to the Employer any tools, equipment or conveyance of any kind or description.

SECTION 5. Whenever possible, a tool box of sufficient size shall be made available by the Employer on every jobsite to store all of the tools of the Employees working on that jobsite.

ADDENDUM NO. 22

SAFETY

SECTION 1. Heating and air conditioning duct in cross sectional area exceeding three square feet shall not be erected in lengths longer than eight feet (8') when being erected manually (without mechanical hoisting equipment.) Ten foot (10') joints may be erected manually if fabricated in a continuous joint.

SECTION 2. Rectangular duct may be delivered to the jobsite in single joint lengths. Fittings are to be considered as a single joint of duct. Duct shall not be assembled in more than single lengths in the shop, but a damper may be installed in the length of duct. This Section does not apply to signatory Employers who fabricate and section said duct work within the jurisdiction of Local Union 105.

SECTION 3. Employers and Employees shall be equally responsible to enforce general industry safety orders and construction safety orders as adopted by the Division of Occupational Safety and Health of the State of California and/or the Western States Council of California, Arizona, Nevada and Hawaii, or any applicable governmental agency.

SECTION 4. The Employer shall be directly responsible to see that each Employee required to use a "Powder Actuated Tool" shall be properly trained.